



June 6, 1996

20129

RECORDATION NO. _____ FILED 1425

JUN 10 1996 - 10 00 AM

Mrs. Mildred Lee
Secretary
Service Transportation Board
12th St. & Constitution Ave. Northwest
Washington, D. C 20423

Re: Texas Railcar Leasing Company

Dear Mrs Lee:

I have enclosed an original and one certified copy of the document described below to be recorded pursuant to Section 11303, Title 49 of the U. S. Code.

The document described in a Security Agreement, being a primary document, dated March 30, 1995. A description of the equipment covered by the document is as follows:

Thirtysix (36) , Covered Top Hopper Railcars:

TRLX Nos. 5728, 5729, 5730, 5731, 5732, 5733, 5734, 5735, 5736, 5737, 5738, 5739, 5740, 5741, 5742, 5743, 5744, 5745, 5746, 5747, 5748, 5749, 5750, 5751, 5752, 5753, 5754, 5755, 5756, 5757, 5758, 5759, 5760, 5761, 5762, and 5763

Assignment of Lease dated June 22, 1991, by & between Sun Refining and Market Co., (Lessee) , and Texas Railcar Leasing Company (Lessor)

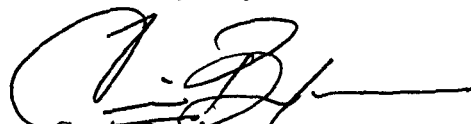
A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Mr. Curtis Brockman, Senior Vice President, Texas State Bank, P. O. Box 4797, McAllen, Texas 78502-4797.

Mrs Mildred Lee
Page 2

A short summary of the document to appear in the index is as follows.

A Security Agreement between Texas Railcar Leasing Company, P. O. Box 1330, McAllen, Texas 78502 and Texas State Bank, P O. Box 4797, McAllen Texas 78502 dated March 30, 1995, and covering Thirtysix (36) Covered Hopper Railcars

Yours very truly,



Curtis Brockman
Senior Vice President

CB.eg
Enclosure

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

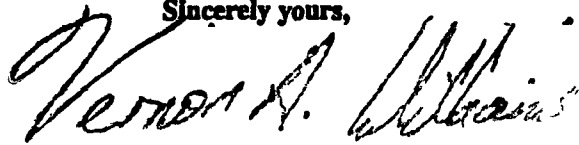
6/10/96

Curtis Brockman
Senior Vice President
Texas State Bank
P. O. Box 4797
McAllen, Texas 78502-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/10/96 at 10:00AM, and assigned recordation number(s). 20126, 20127, 20128, 20129, 20130 and 20131.

Sincerely yours,

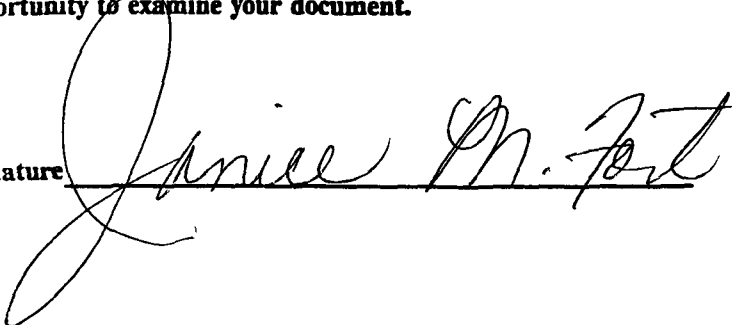


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TEXAS RAILCAR LEASING COMPANY

P.O. BOX 1330

MCALLEN, TX 78505-1330

TAXPAYER I.D. NUMBER : 74-2511727

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

TEXAS STATE BANK

3900 NORTH 10TH AT NOLANA

MCALLEN, TX 78501

RECORDATION NO. 20129 FILED 1425

JUN 10 1996 - 10 00 AM

SECURED PARTY'S NAME AND ADDRESS

("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on MARCH 30, 1996 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ I ☐ (name) _____ owe(s) to you now or in the future:

(Check one below):

☐ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☒ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ Farm Products: All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

We Hereby Certify this to be a True and Correct Copy of the Original Instrument.

Texas State Bank

by: _____

I am a(n) ☐ individual ☐ partnership ☒ corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

TEXAS RAILCAR LEASING COMPANY

(Debtor's Name)

The property will be used for ☐ personal ☒ business

☐ agricultural ☐ _____ reasons.

By: _____

HENRY NOWELL

TEXAS STATE BANK

(Secured Party's Name)

By: _____

CURTIS BROCKMAN

Title: PRESIDENT

By: _____

Title: SENIOR VICE PRESIDENT

Title: _____

TEXAS RAILCAR LEASING COMPANY P.O. BOX 1330 MCALLEN, TX 78505-1330	TEXAS STATE BANK 3900 NORTH 10TH AT NOLANA MCALLEN, TX 78501	EXTENSION OF SECURITY AGREEMENT DATED: MARCH 30, 1996
DEBTOR'S NAME AND ADDRESS	SECURED PARTY'S NAME AND ADDRESS	

For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

EXHIBIT 'A'

THIRTY SIX COVERED HOPPER RAILCARS MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH.

ASSIGNMENT OF LEASE DATED JUNE 22, 1991, BY AND BETWEEN SUN REFINING AND MARKET CO., (LESSEE), AND TEXAS RAILCAR LEASING COMPANY, (LESSOR)

CROSS COLLATERALIZED WITH LOAN #61293.

By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

Authorized Signature(s) of Secured Party - sign below only if filing this document.

TEXAS RAILCAR LEASING COMPANY

Debtor BY: Henry Novell (TITLE)
HENRY NOVELL, PRESIDENT

Debtor _____ (TITLE)

Debtor _____ (TITLE)

NOTE #75281

EXHIBIT "A"

LIST OF 36 COVERED HOPPER RAILCARS - 4000 CU. FT.
100 TON ROLLER BEARING TRUCKS

TRLX

5728
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5730
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TRLX

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TEXAS RAILCAR LEASING COMPANY

Henry Novell
HENRY NOVELL-PRESIDENT

MARCH 30, 1996
DATE

TEXAS RAILCAR LEASING COMPANY

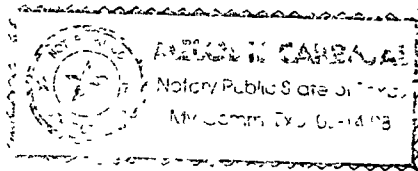
TCB NEUHAUS TOWER

200 S. 10th St., Suite 1207 • P.O. Box 1330 • McAllen, Texas 78505-1330
(210) 630-2723 FAX (210) 630-2725

Note #75281

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on March 30, 1996, by
Henry Novell, President of Texas Railcars Leasing Company.

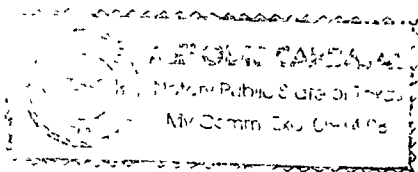


By:

Melodie Carhaffal
Notary Public

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on March 30, 1996, by
Curtis Brockman, Senior Vice President of Texas State Bank, a State
Banking Corporation, on behalf of said corporation.



By:

Melodie Carhaffal
Notary Public